

FORM BXA-6051P  
(REV. 10-89)U.S. DEPARTMENT OF COMMERCE  
BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

788801

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT  
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

## NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. **If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.** You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

**A** 1 698  
BATCH 69 F8  
MONTH/YEAR 6 9

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

**INSTRUCTIONS:** 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

## 1a. Identify firm submitting this report:

Name: NCR Corporation  
Address: 1700 S. Patterson Blvd.  
City, State and ZIP: Dayton, OH 45479  
Country (if other than USA):  
Telephone: 937.445.1273  
Firm Identification No. (If known)

## Specify firm type:

- ☒ Exporter  
☐ Bank  
☐ Forwarder  
☐ Carrier  
☐ Insurer  
☒ Other Parent

## 1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)  
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)  
☒ Report on behalf of the person identified in item 2

## 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name: NCR Abu Dhabi  
Address: 4th Floor, Dalma Center, Sh, Hamdan St.  
City, State and ZIP: P.O. Box 350 Abu Dhabi, United Arab Emirates  
Country (if other than USA): Abu Dhabi, United Arab Emirates  
Type of firm: (see list in item 1a) branch office

## 3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)  
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)  
L Letter of credit  
R Requisition/purchase order/accepted contract/ shipping instruction  
B Bid invitation/tender/proposal/trade opportunity  
Q Questionnaire (not related to a particular dollar value transaction)  
9 Other written

Submit two copies of each document or relevant page in which the request appears.

## 4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested  
T Have taken or will take the action requested

## 5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

☒ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:

☒ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy) of the continuation sheets.

☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential

☐ I (we) authorize public release of all information contained in the report and in any attached documents.

I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Walter E. Spiegel

Type or print

Walter E. Spiegel

Date

5/22/98

Column (2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).		SHEET NO.  REPORTING FIRM (Name)		FORM BXA-6051P-a (Rev. 10-89)  REPORT OF REQUEST FOR RESTRICTIVE T MULTIPLE TRANSACTIONS (C			
RSN SUBSET RTP/CLASS OTHER PARTY FIN  (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED <i>(unless same as item 1a or item 2 on Sheet No. 1)</i>  (2)	BOYCOTTING COUNTRY  (3)	BOYCOTTED COUNTRY OR COUNTRIES  (4)	DATE REQUEST RECEIVED BY FIRM <i>(month/day/year)</i>  (5)	REQUEST- ING DOCUMENT CODE  (6)	DECISION ON REQUEST CODE  (7)	YOUR REFERENCE NUMBER  (8)
THIS SPACE FOR BXA USE		Abu Dhabi	Israel	1/20/98	B	R	180 H/97
		Abu Dhabi	Israel	3/30/98	B	R	39H/98
		Abu Dhabi	Israel	2/10/98	B	R	753/98H

(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)

## 2.1 TENDER BOND

- 2.1.1 A Tender Bond of not less than 5% of the total C & F cost of the equipment offered is to accompany the Tender in the form of an irrevocable and unconditional Bank Guarantee issued by an approved UAE licenced Bank in favour of ETISALAT and valid for a minimum period of 120 days from the Tender closing date. Where in the Tender Enquiry only Item Rates are required and quantities are not indicated, the amount for the Tender Bond would be indicated in the Invitation to Tender.
- 2.1.2 The Tender Bond shall be in UAE Dirhams and it shall authorise ETISALAT to withdraw on first demand and without recourse, the total amount thereof, if the Tenderer fails to sign a Contract with ETISALAT within the stipulated period after notification of acceptance of his offer, or if the Tenderer withdraws his Tender wholly or partly before the expiration of its validity or if he fails to deposit the Performance Bond specified in Para 3.3 hereinafter, within 10 calendar days of awarding the Contract.
- 2.1.3 The Tender Bond shall conform in substance to the Standard Format indicated in Appendix B attached hereto.
- 2.1.4 The validity of the Tender Bond shall be extended if the validity of the Tender is extended, otherwise the Tender shall not be considered.
- 2.1.5 The Tender Bond of the successful Tenderer shall be released following receipt by ETISALAT of the Performance Bond.

## 2.2 ISRAEL BOYCOTT DECLARATION AND CERTIFICATE

- 2.2.1 The Tenderer must accompany his offer with a written signed declaration, the wording of which is to be exactly and precisely as follows :

"We \_\_\_\_\_ (Name of Company)  
on behalf of all branches, declare that we are a company which is not owned by any companies that have violated the approved rules of the Boycott and that we do not own or participate in companies that are in violation of the approved rules of the Boycott.

Further, we do not have nor does any of the companies that are considered to be a parent company or a branch of ours, any dealings with any Israeli Party whether directly or indirectly."

- 2.2.2 Furthermore, a Certificate issued by the Israel Boycott office in UAE, confirming that neither the supplier nor the manufacturer are black listed, should also be accompanied.

## 2.3 INFORMATION ON TENDERER/MANUFACTURER

A brief description of the Tenderer's/Manufacturer's organisation, along with details of supply record of the tendered equipment, technical field support available and any other relevant information should be submitted by the Tenderer.

## 3.12 DELIVERY INSTRUCTIONS AND INSURANCE

- 3.12.1 The Contractor shall supply the equipment and undertake the despatch thereof to the destination shown in the Contract for delivery of all the Equipment by the Delivery Date. Subject to the availability of suitable vessels, preference should be given to the United Arab Shipping Company (SAG)..
- 3.12.2 An itemised and detailed Schedule of delivery shall be submitted to the Purchaser in quintuplicate referenced to facilitate the checking of packing specifications when shipments are made. All item numbers appearing in this schedule must be identifiable against the Contract items, and shall be quoted on all relevant documents.
- 3.12.3 For all consignments of Equipment in transit, the responsibility for insurance shall, unless otherwise specified, rest with the Purchaser and in such case the Contractor shall ensure that the vessel on which the equipment are shipped must conform to "Institute Classification Clause", attached as Appendix E hereto.
- 3.12.4 Packages are to be marked in the manner specified in the Contract in order to facilitate identification.
- 3.12.5 The Contractor is responsible for obtaining any licences which may be required to export the Equipment from the country of origin.
- 3.12.6 The Contractor shall furnish corresponding Factory Test reports for all orders placed against the Contract. This is to ensure that the Equipment has passed strict quality control checks and the necessary factory testing procedures prior to their despatch. Where complete systems are supplied all associated facilities shall be tested and certified accordingly.

## 3.13 CERTIFICATE OF ORIGIN

The Contractor shall furnish the Purchaser with a Certificate of Origin, to accompany each invoice. This shall certify that the equipment is not of Israel origin, nor will it be shipped on vessels touching Israel, and further in the case of West German manufacturers, the Contractor shall state that their products are not included in German Compensation for Israel. The Contractor shall observe and abide by the following clauses concerning Boycott of Israel for Equipment imported into the UAE.

### 3.13.1 Equipment produced entirely by one factory or company in one country :

The importer should provide to the authorities, at the Israel Boycott office, Certificate(s) of origin (to be attached to the invoices) showing :

- (a) The Equipment originate solely within that country;
- (b) The name of the manufacturer or the producing company.

### 3.13.2 Equipment produced by a number of companies or factories in one country :

In this case the Certificate of Origin should show the name of the final manufacturer or producer.

### 3.13.3 Equipment produced in one country which include material or services provided by factories in another foreign country :

The Certificate of Origin should include, in addition to that stated above the origin, nationality and percentage of foreign materials used in the Equipment.

**3.13.4 In all cases :**

- (a) This certificate should be authenticated by the Chamber of Commerce and Industry in the Exporting Country.
- (b) The contents of this certificate should be authenticated by the UAE Delegation in the Exporting Country. If no UAE Delegation exists in that Country, this Certificate should be authenticated by an Arab Delegation in the Exporting Country if one exists (except Pakistan)

**3.13.5 In the event that the Chamber of Commerce and Industry refuses to authenticate a Certificate of Origin which includes the name of the manufacturer or producing company :**

It would be sufficient to approve the name of the factory or the producing company by a separate declaration (to be attached) provided that this declaration is authenticated by the Chamber of Commerce. In the case of their refusal to do so, the declaration may be authenticated by a Notary Public, thereafter the authentication by a Chamber of Commerce or the Notary Public should be approved by the UAE Delegation or if none, by an Arab Delegation if one exists in the Exporting Country.

**3.13.6 Common Certificate of Origin issued by the European Common Market :**

A common certificate of origin issued for the European Common Market countries shall not be accepted, unless it is accompanied by a certificate of roigin of the final producing company and the country of origin. West German suppliers must provide manufacturer's certificate instead of certificate of origin.

**3.13.7 Certificate of Origin Issued in New York, San Francisco (United States of America) :**

Certificates of Origin issued in the above centres should be approved by the Arabian-American Chamber of Commerce and thereafter be approved by the UAE Delegation or if none, an Arab Delegation in those cities.

**3.13.8 Importation of foreign Equipment from an Arab country :**

The original Certificate of Origin or a photocopy should be produced provided that the photocopy has been authenticated by the Customs Authorities in the Arab country exporting the Equipment.

**3.13.9 Language of Certificate of Origin :**

In all cases of importing Equipment from abroad, the Certificate of Origin should be written in either Arabic or English language.

**3.13.10 Failure to conform to these regulations will be considered a contravention of the provisions of the Israel Boycott Law.**

**3.14 COMPLETION DATE AND EXTENSION THEREOF :**

**3.14.1** The Contractor shall supply all the Equipment so that they shall be delivered and accepted by the Completion Date. For any delivery substantially earlier than specified, the Contractor shall obtain the prior approval of the Purchaser.

**3.14.2** If the Contractor at any time has reason to believe that the Delivery Date will be delayed by virtue of anything outside the Contractor's control, the Contractor shall promptly notify the Purchaser and shall subsequently define in writing the actual period of delay to be caused by the factor which was beyond his control. If the Purchaser accepts the cause of the delay the delivery date shall be extended accordingly otherwise no extention will subsequently be admitted.

## 2.1 TENDER BOND

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ART.32 BOYCOTT OF ISRAEL

CONTRACTOR's attention is drawn to Federal Law, rules and regulations in regard to Arab League Boycott of Israel.

In order to avoid possibility of future difficulties in relation thereto, the CONTRACTOR shall check with the Ministry of Economy and Commerce, Israel Boycott Office, Abu Dhabi, or OWNER's Legal Department, before preparing pre-qualification of foreign companies, negotiating or entering into any contractual arrangements with any foreign company, consultant, vendor or CONTRACTOR, in order to ascertain their blacklist status under the aforementioned law, rules and regulations as revised from time to time by the Israel Boycott Office.

ART.33 CONFLICT OF INTEREST

CONTRACTOR shall exercise its best endeavour, care and diligence to prevent any actions or conditions which could result in a conflict with OWNER's best interest. This obligation shall apply to the activities of the employees and agents of CONTRACTOR in their relations with the employees of OWNER and their families. CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, providing or offering substantial gifts, entertainments, payments, loans or other considerations which could result in a conflict with OWNER's best interest.

ART.34 ARBITRATION

Any dispute, claim or difference arising out of or related to this Contract, or any breach thereof, shall be first referred to the parties for any amicable settlement and in the event such referral fails, shall be finally settled by arbitration in Abu Dhabi under Abu Dhabi law and the laws of the U.A.E. by three arbitrators, one each to be appointed by OWNER and CONTRACTOR and an Umpire by Arbitrators so assigned, or in case of disagreement, either party may apply to the President of Abu Dhabi Chamber of Commerce and Industry to appoint the Umpire. The proceedings and all papers sent or presented in connection therewith shall be in the English language. The arbitrator's decision shall be final and binding on the both parties. Judgement upon the award may be entered and executed in any court having jurisdiction. All costs, legal or professional fees, incurred in the arbitration shall be paid by the party against whom the verdict is obtained.

ART.35 INSURANCE AND INDEMNITIES

## 35.1 Insurance to be Provided by CONTRACTOR:

Without limitation to his obligations and responsibilities under this Contract, CONTRACTOR during the whole period of the Contract from commencement until the issue of the Final Acceptance Certificate for the maintenance, shall at his own expense insure or cause to be insured in the joint names of OWNER, CONTRACTOR and SUB-CONTRACTORS and shall cause the Insurers or Underwriters thereof to waive rights of

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